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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 MILLER ADESMAN, a professional
11 law corporation; BRIAN M.
12 ADESMAN, an individual,

13 Plaintiff,

14 v.
15

16 JPMORGAN CHASE BANK, N.A., a
17 national bank association and DOES 1
18 through 10, inclusive

19 Defendants.

Case No. 2:25-cv-01304-MRA-JDE

**STIPULATED PROTECTIVE
ORDER**

20 Based on the parties' Stipulation and for good cause shown, the Court finds
21 and orders as follows.

22 1. PURPOSES AND LIMITATIONS
23

24 Discovery in this action is likely to involve production of confidential,
25 proprietary or private information for which special protection from public
26 disclosure and from use for any purpose other than pursuing this litigation may be
27 warranted. This Order does not confer blanket protections on all disclosures or
28 responses to discovery and that the protection it affords from public disclosure and

1 use extends only to the limited information or items that are entitled to confidential
2 treatment under the applicable legal principles.

3 2. GOOD CAUSE STATEMENT

4 This action is likely to involve private financial information and confidential
5 records and other valuable research, development, commercial, financial, technical
6 and/or proprietary information for which special protection from public disclosure
7 and from use for any purpose other than prosecution of this action is warranted.

8 Such confidential and proprietary materials and information consist of, among
9 other things, confidential business or financial information, information regarding
10 confidential business practices, or commercial information (including information
11 implicating privacy rights of third parties), information otherwise generally
12 unavailable to the public, or which may be privileged or otherwise protected from
13 disclosure under state or federal statutes, court rules, case decisions, or common
14 law. Accordingly, to expedite the flow of information, to facilitate the prompt
15 resolution of disputes over confidentiality of discovery materials, to adequately
16 protect information the parties are entitled to keep confidential, to ensure that the
17 parties are permitted reasonable necessary uses of such material in preparation for
18 and in the conduct of trial, to address their handling at the end of the litigation, and
19 serve the ends of justice, a protective order for such information is justified in this
20 matter. It is the intent of the parties that information will not be designated as
21 confidential for tactical reasons and that nothing be so designated without a good
22 faith belief that it has been maintained in a confidential, non-public manner, and
23 there is good cause why it should not be part of the public record of this case.

24 Any document that is not confidential, privileged, or otherwise protectable
25 in its entirety will not be filed under seal if the confidential portions can be
26 redacted. If documents can be redacted, then a redacted version for public viewing,
27 omitting only the confidential, privileged, or otherwise protectable portions of the
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document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

4. DEFINITIONS

4.1 Action: The pending action, captioned Miller Adesman, et al. v. JPMorgan Chase Bank, N.A., Case No. 2:25-cv-01304-MRA-JDE.

4.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

4.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

4.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

4.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

4.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery.

4.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

4.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

1 4.9 Non-Party: any natural person, partnership, corporation, association or
2 other legal entity not named as a Party to this action.

3 4.10 Outside Counsel of Record: attorneys who are not employees of a
4 party to this Action but are retained to represent a party to this Action and have
5 appeared in this Action on behalf of that party or are affiliated with a law firm that
6 has appeared on behalf of that party, and includes support staff.

7 4.11 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 4.13 Professional Vendors: persons or entities that provide litigation
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)
15 and their employees and subcontractors.

16 4.14 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.”

18 4.15 Receiving Party: a Party that receives Disclosure or Discovery
19 Material from a Producing Party.

20
21 5. SCOPE

22 The protections conferred by this Stipulation and Order cover not only
23 Protected Material (as defined above), but also (1) any information copied or
24 extracted from Protected Material; (2) all copies, excerpts, summaries, or
25 compilations of Protected Material; and (3) any testimony, conversations, or
26 presentations by Parties or their Counsel that might reveal Protected Material.

1 Any use of Protected Material at trial shall be governed by the orders of the
2 trial judge and other applicable authorities. This Order does not govern the use of
3 Protected Material at trial.

4 6. DURATION

5 Once a case proceeds to trial, information designated as CONFIDENTIAL
6 or maintained pursuant to this protective order used or introduced as an exhibit at
7 trial becomes public and will be presumptively available to all members of the
8 public, including the press, unless compelling reasons supported by specific factual
9 findings to proceed otherwise are made to the trial judge in advance of the trial.
10 See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing for
11 sealing documents produced in discovery from “compelling reasons” standard
12 when merits-related documents are part of court record). Accordingly, the terms of
13 this protective order do not extend beyond the commencement of the trial.

14 7. DESIGNATING PROTECTED MATERIAL

15 7.1 Exercise of Restraint and Care in Designating Material for Protection.

16 Each Party or Non-Party that designates information or items for protection under
17 this Order must take care to limit any such designation to specific material that
18 qualifies under the appropriate standards. The Designating Party must designate for
19 protection only those parts of material, documents, items or oral or written
20 communications that qualify so that other portions of the material, documents,
21 items or communications for which protection is not warranted are not swept
22 unjustifiably within the ambit of this Order.

23
24 Mass, indiscriminate or routinized designations are prohibited. Designations
25 that are shown to be clearly unjustified or that have been made for an improper
26 purpose (e.g., to unnecessarily encumber the case development process or to
27 impose unnecessary expenses and burdens on other parties) may expose the
28 Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 A Party may not designate documents or information as "CONFIDENTIAL"
5 if such documents or information originated from, were created by, or were
6 previously possessed by the Receiving Party.

7 7.2 Manner and Timing of Designations. Except as otherwise provided in
8 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material
9 that qualifies for protection under this Order must be clearly so designated before
10 the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix at a minimum, the legend
15 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
16 contains protected material. If only a portion of the material on a page qualifies for
17 protection, the Producing Party also must clearly identify the protected portion(s)
18 (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for inspection
20 need not designate them for protection until after the inspecting Party has indicated
21 which documents it would like copied and produced. During the inspection and
22 before the designation, all of the material made available for inspection shall be
23 deemed "CONFIDENTIAL." After the inspecting Party has identified the
24 documents it wants copied and produced, the Producing Party must determine
25 which documents, or portions thereof, qualify for protection under this Order.
26 Then, before producing the specified documents, the Producing Party must affix
27 the "CONFIDENTIAL legend" to each page that contains Protected Material. If
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1 only a portion of the material on a page qualifies for protection, the Producing
2 Party also must clearly identify the protected portion(s) (e.g., by making
3 appropriate markings in the margins).

4 (b) for testimony given in depositions that the Designating Party
5 identifies the Disclosure or Discovery Material on the record, before the close of
6 the deposition all protected testimony.

7 (c) for information produced in some form other than documentary
8 and for any other tangible items, that the Producing Party affix in a prominent
9 place on the exterior of the container or containers in which the information is
10 stored the legend "CONFIDENTIAL." If only a portion or portions of the
11 information warrants protection, the Producing Party, to the extent practicable,
12 shall identify the protected portion(s).

13 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone, waive
15 the Designating Party's right to secure protection under this Order for such
16 material. Upon timely correction of a designation, the Receiving Party must make
17 reasonable efforts to assure that the material is treated in accordance with the
18 provisions of this Order.

19
20 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court's
23 Scheduling Order.

24 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37-1 et seq.

26 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
27 joint stipulation pursuant to Local Rule 37-2.
28

1 8.4 The burden of persuasion in any such challenge proceeding shall be on
2 the Designating Party. Frivolous challenges, and those made for an improper
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
4 parties) may expose the Challenging Party to sanctions. Unless the Designating
5 Party has waived or withdrawn the confidentiality designation, all parties shall
6 continue to afford the material in question the level of protection to which it is
7 entitled under the Producing Party's designation until the Court rules on the
8 challenge.

9
10 9. ACCESS TO AND USE OF PROTECTED MATERIAL

11 9.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending or attempting to settle this Action. Such
14 Protected Material may be disclosed only to the categories of persons and under
15 the conditions described in this Order. When the Action has been terminated, a
16 Receiving Party must comply with the provisions of section 15 below (FINAL
17 DISPOSITION).

18 Nothing in this Order shall be construed to limit a Party's ability to
19 communicate with government agencies, regulatory bodies, or the media, or to use
20 any document or information that was lawfully in their possession prior to its
21 production in this litigation.

22 Protected Material must be stored and maintained by a Receiving Party at a
23 location and in a secure manner that ensures that access is limited to the persons
24 authorized under this Order.

25 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
26 otherwise ordered by the court or permitted in writing by the Designating Party, a
27 Receiving Party may disclose any information or item designated
28 "CONFIDENTIAL" only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as
2 well as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel)
5 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action and who have signed the
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional
12 Vendors to whom disclosure is reasonably necessary for this Action and who have
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or
15 a custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses, in
17 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
18 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
19 they will not be permitted to keep any confidential information unless they sign the
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
21 agreed by the Designating Party or ordered by the court. Pages of transcribed
22 deposition testimony or exhibits to depositions that reveal Protected Material may
23 be separately bound by the court reporter and may not be disclosed to anyone
24 except as permitted under this Stipulated Protective Order; and

25 (i) any mediators or settlement officers and their supporting personnel,
26 mutually agreed upon by any of the parties engaged in settlement discussions.
27
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1 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
2 PRODUCED IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification
7 shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or
9 order to issue in the other litigation that some or all of the material covered by the
10 subpoena or order is subject to this Protective Order. Such notification shall
11 include a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be
13 pursued by the Designating Party whose Protected Material may be affected. If the
14 Designating Party timely seeks a protective order, the Party served with the
15 subpoena or court order shall not produce any information designated in this action
16 as “CONFIDENTIAL” before a determination by the court from which the
17 subpoena or order issued, unless the Party has obtained the Designating Party’s
18 permission. The Designating Party shall bear the burden and expense of seeking
19 protection in that court of its confidential material and nothing in these provisions
20 should be construed as authorizing or encouraging a Receiving Party in this Action
21 to disobey a lawful directive from another court.
22

23 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO
24 BE PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by
26 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
27 information produced by Non-Parties in connection with this litigation is protected
28 by the remedies and relief provided by this Order. Nothing in these provisions

1 should be construed as prohibiting a Non-Party from seeking additional
2 protections.

3 (b) In the event that a Party is required, by a valid discovery request,
4 to produce a Non-Party's confidential information in its possession, and the Party
5 is subject to an agreement with the Non-Party not to produce the Non-Party's
6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-Party
8 that some or all of the information requested is subject to a confidentiality
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by the
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court
16 within 14 days of receiving the notice and accompanying information, the
17 Receiving Party may produce the Non-Party's confidential information responsive
18 to the discovery request. If the Non-Party timely seeks a protective order, the
19 Receiving Party shall not produce any information in its possession or control that
20 is subject to the confidentiality agreement with the Non-Party before a
21 determination by the court. Absent a court order to the contrary, the Non-Party
22 shall bear the burden and expense of seeking protection in this court of its
23 Protected Material.
24

25 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
26 MATERIAL

27 If a Receiving Party learns that, by inadvertence or otherwise, it has
28 disclosed Protected Material to any person or in any circumstance not authorized

1 under this Stipulated Protective Order, the Receiving Party must immediately (a)
2 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
3 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
4 the person or persons to whom unauthorized disclosures were made of all the terms
5 of this Order, and (d) request such person or persons to execute the
6 “Acknowledgment an Agreement to Be Bound” attached hereto as Exhibit A.

7 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
8 OTHERWISE PROTECTED MATERIAL

9 When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced material is subject to a claim of privilege or other
11 protection, the obligations of the Receiving Parties are those set forth in Federal
12 Rule of Civil\ Procedure 26(b)(5)(B). This provision is not intended to modify
13 whatever procedure may be established in an e-discovery order that provides for
14 production without prior privilege review. Pursuant to Federal Rule of Evidence
15 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
16 of a communication or information covered by the attorney-client privilege or
17 work product protection, the parties may incorporate their agreement in the
18 stipulated protective order submitted to the court.
19

20 14. MISCELLANEOUS

21 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
22 person to seek its modification by the Court in the future.

23 14.2 Right to Assert Other Objections. By stipulating to the entry of this
24 Protective Order, no Party waives any right it otherwise would have to object to
25 disclosing or producing any information or item on any ground not addressed in
26 this Stipulated Protective Order. Similarly, no Party waives any right to object on
27 any ground to use in evidence of any of the material covered by this Protective
28 Order.

1 14.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Local Civil Rule 79-5. Protected Material
3 may only be filed under seal pursuant to a court order authorizing the sealing of the
4 specific Protected Material. If a Party's request to file Protected Material under
5 seal is denied by the court, then the Receiving Party may file the information in the
6 public record unless otherwise instructed by the court.

7 15. FINAL DISPOSITION

8 After the final disposition of this Action, as defined in paragraph 6, within
9 60 days of a written request by the Designating Party, each Receiving Party must
10 return all Protected Material to the Producing Party or destroy such material. As
11 used in this subdivision, "all Protected Material" includes all copies, abstracts,
12 compilations, summaries, and any other format reproducing or capturing any of the
13 Protected Material. Whether the Protected Material is returned or destroyed, the
14 Receiving Party must submit a written certification to the Producing Party (and, if
15 not the same person or entity, to the Designating Party) by the 60-day deadline that
16 (1) identifies (by category, where appropriate) all the Protected Material that was
17 returned or destroyed and (2) affirms that the Receiving Party has not retained any
18 copies, abstracts, compilations, summaries or any other format reproducing or
19 capturing any of the Protected Material. Notwithstanding this provision, Counsel
20 are entitled to retain an archival copy of all pleadings, motion papers, trial,
21 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
22 and trial exhibits, expert reports, attorney work product, and consultant and expert
23 work product, even if such materials contain Protected Material. Any such archival
24 copies that contain or constitute Protected Material remain subject to this
25 Protective Order as set forth in Section 6 (DURATION).
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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.



JOHN D. EARLY
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the Central District of
California on May 21, 2025, in the case of Miller Adesman, et al. v. JPMorgan
Chase Bank, N.A., Case No. 2:25-cv-01304-MRA-JDE. I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order. I further agree to submit to the jurisdiction of the United
States District Court for the Central District of California for the purpose of
enforcing the terms of this Stipulated Protective Order, even if such enforcement
proceedings occur after termination of this action.

I hereby appoint _____ [print or type full
name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____